



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

ROGER A. NOBACK
VICE PRESIDENT - LAW

RECORDATION NO. 9927-H Filed 1425

April 25, 1979

APR 26 1979 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 1
dated as of October 30, 1979, ("Lease") to Car Leasing
Agreement 2715 between North American Car Corporation
("Lessor") and Farmers Cooperative Elevator ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of December
16, 1978, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, Watford City, North Dakota 58854 and assigned to
Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford,
Connecticut 06904. The Assignment of Leases was recorded
with the Interstate Commerce Commission at 11:20 a.m. on
December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

Copy to E. T. Bryan

*4/26/79 New Lee
this is the same as
9927-H*

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
April 25, 1979
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Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Farmers Cooperative Elevator, *\$10 fee enclosed for this also*

If you have any questions, please contact me.

Very truly yours,



RAN/dak
enclosure

C E R T I F I C A T E

RECORDATION NO. 99278 Filed 1425

APR 26 1979 -3 22 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 2715 between North American Car Corporation and Farmers Cooperative Elevator dated October 30, 1978, to the original of such Rider and that this copy is a true and correct copy in all respects.

Noris M. Helbrando

(SEAL)

My Commission Expires 5-6-82.

File copy for ICC

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 2715

The cars described herein shall be subject to the terms and conditions of said Agreement during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Five (5)	4,750 cubic foot capacity covered hopper cars, unlined, for shipment of Grain (reporting marks presently not available) <i>- See ltr attached for nos.</i>	\$421.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Watford City, North Dakota.

For each mile in excess of $\frac{20,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 244.6 as was reported for March, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 30th day of October, 1978.

ATTEST:

James M. Sullivan
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

J. Harrison
Vice President

ATTEST:

William Nelson
Secretary

FARMERS COOPERATIVE ELEVATOR

By

Philip Thompson
President

CAR LEASING AGREEMENT 2715
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 12 day of March, 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

John M. Hildebrand
Notary Public

My Commission expires 5.6.82

State of _____)
) SS:
County of _____)

On this 22th day of March, 1979, before me personally appeared John Klamm and A.W.Nelson, to me personally known, who, being by me duly sworn, says that they are the President & Secretary of Farmers Cooperative Elevator, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

John M. Hildebrand
Notary Public

My Commission expires _____



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

March 12, 1979

Farmers Cooperative Elevator
Watford City,
North Dakota 58854

Re: Rider No. 1
Car Leasing Agreement 2715

Gentlemen:

The cars with the following reporting marks are to be subjected to
Rider No. 1 of Car Leasing Agreement 2715:

NAHX 481105 thru 481109

Please sign and return an executed copy of this letter for our files.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Harold W. Jones".

ACCEPTED:

FARMERS COOPERATIVE ELEVATOR

By: A handwritten signature in dark ink, appearing to read "John A. Starnes".
(Title)

Dated 3-22-79